

COURT OF COMMON PLEAS
CLARK COUNTY, OHIO

19 CV540

Case No.: _____

SHALANDA PATTERSON,
ADMINISTRATOR OF THE
ESTATE OF DEVENNA AUSRIE
PATTERSON
1260 BEECH STREET
FAIRBORN, OHIO 45324

AND

SHALANDA PATTERSON
1260 BEECH STREET
FAIRBORN, OHIO 45324,

Plaintiffs,

-VS.-

SERVICE PLUS TRANSPORT, INC.
ATTN: SARAH STORLIE, CEO
3686 FLOWERFIELD CIRCLE
PINES, MINNESOTA 55014
Please Also Serve:
Service Plus Transport, Inc.
c/o Sarah Storlie, CEO
26798 Olympic Trail
Lindstrom, Minnesota 55045

AND

SERVICE PLUS LOGISTICS, INC.
ATTN: SARAH STORLIE, CEO
3686 FLOWERFIELD ROAD NE
BLAINE, MINNESOTA 55014
Please Also Serve:
Service Plus Logistics, Inc.
c/o Sarah Storlie, CEO
26798 Olympic Trail
Lindstrom, Minnesota 55045

COMPLAINT WITH
JURY DEMAND
ENDORSED HEREON

FILED
2019 NOV 13 AM 10:55
HELISSA M. TITUS, CLERK
CLARK COUNTY, OHIO

AND

SERVICE PLUS, LLC
c/o BARBARA J. BAK, REG. AGENT
1026 5th STREET SOUTH
ST. JAMES, MINNESOTA 56081

AND

SP LEASING, LLC
ATTN: SARAH STORLIE, MANAGER
3686 N. FLOWERFIELD ROAD
BLAINE, MINNESOTA 55014
Please Also Serve:
S.P. Leasing, LLC
c/o Sarah Storlie, Manager
26798 Olympic Trail
Lindstrom, Minnesota 55045

AND

C.D.L. TRAINING SERVICE AND
CONSULTING, INC.
210 STEEL DRIVE
ELIZABETHTOWN, KENTUCKY 42701
Please Serve:
C.D.L. Training Service and Consulting,
Inc.
c/o Jeffrey Bauza
1927 Irvin Cobb Drive, Suite 2A
Paducah, Kentucky 42003

AND

ESTATE OF TIMOTHY B. GREEN, JR.
306 SOUTH XENIA DRIVE
ENON, OHIO 45323
Please Serve:
Estate of Timothy B. Greene, Jr.
c/o Bradley A. Somogyi, Administrator
Kisling, Nestico & Redick
3412 West Market Street
Akron, Ohio 44333

Defendants.

Now Come Plaintiffs Estate of Devanna Ausrie Patterson, by and through its Administrator, Shalanda Patterson, et. al., by and through counsel, and respectfully state their Complaint against the named Defendants as follows:

I. THE PARTIES

1. Plaintiff Shalanda Patterson, the sister of the Plaintiff's decedent, Devanna Ausrie Patterson, brings this action in her representative capacity as Administrator of the Estate of Brandi Nicole and on her own behalf as next of kin of Plaintiff's decedent, Devanna Ausrie Patterson. Plaintiff Shalanda Patterson was duly appointed as Administrator of the Estate of Devanna Ausrie Patterson, on April 22, 2019, in Case No. 45960E, in the Probate Court of Greene County, Ohio.

2. Defendant Service Plus Transport, Inc. is a Minnesota licensed motor carrier, (USDOT # 486778), which is engaged in the interstate trucking business and/or brokering of freight, as part of a joint venture with Defendants Service Plus Transport, Inc., Service Plus Logistics, Inc. and SP Leasing, LLC

3. Defendant Service Plus Logistics, Inc. is Minnesota licensed motor carrier (USDOT # 2233749) which is engaged in the interstate trucking business and/or the brokering of freight, as part of a joint venture with Defendants Service Plus Transport, Inc., Service Plus Logistics, Inc. and SP Leasing, LLC

4. Defendant SP Leasing, LLC is a Minnesota limited liability company, which is engaged in the interstate trucking business and/or the brokering of freight, as part of a joint venture with Defendants Service Plus Transport, Inc., Service Plus Logistics, Inc., Service Plus, LLC.

5. Defendant C.D. L. Training Services & Consulting, Inc. is an Illinois corporation, with its principal place of business located at 3600 Nameoki Street, in Granite City, Illinois 62040, and a business location at 210 Steel Drive in Elizabethtown, Kentucky 42701. Defendant C.D.L.

Training Services & Consulting, Inc. is the entity which provided training and/or employment to the driver, Timothy B. Green, Jr. and is liable for the negligent training provided to Timothy B. Greene, Jr., as a commercial truck driver.

6. Defendant Service Plus, LLC is a Minnesota limited liability company, which is engaged in the interstate trucking business and/or the brokering of freight, as part of a joint venture with Defendants Service Plus Transport, Inc., Service Plus Logistics, Inc. and SP Leasing, LLC.

7. Defendant, the Estate of Timothy B. Greene, Jr. resides at 306 South Xenia Drive, in Enon, Clark County, Ohio 45323 and is being duly administered by Bradley A. Somogyi, Administrator, Kisling, Nestico & Redick, 3412 West Market Street, Akron, Ohio 44333.

II. JURISDICTION AND VENUE

8. Jurisdiction is properly invoked as this Court has jurisdiction over wrongful death, survivorship, loss of consortium and personal injury actions, in which one or more of the Defendants reside within Clark County, Ohio.

9. Venue is properly invoked in Clark County, Ohio, as one or more of the Defendants resides in Clark County, Ohio. Further, each of the Defendants conduct substantial business in Clark County, Ohio.

III. FACTUAL ALLEGATIONS

10. Plaintiffs restate and incorporate by reference the allegations contained in Paragraphs One through Nine (1-9) of the Complaint, with the same force and effect, as though fully rewritten herein.

11. On or about February 17th, 2019 at approximately 1:44 A.M., Timothy B. Green, Jr. was driving a semi tractor-trailer unit, east on I-90/94; Plaintiffs' decedent, Devenna Ausrie Patterson was a passenger, who off duty at the time of the subject fatal trucking accident.

Defendant Devenna Ausrie Patterson was not acting within the course and scope of any employment and/or agency at the time of this fatal trucking accident.

12. Snow was falling and the road surface became slippery and snow covered.

13. Timothy B. Green, Jr. was acting within the course and scope of his agency and/or employment and in furtherance of the business interest of the Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., at the time of the fatal trucking accident, described herein.

14. Timothy B. Green, Jr. was the agent, servant and/or employee, acting within the course and scope of his agency and/or employment and in furtherance of the Defendants' business interests, with Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., at the time of the trucking accident described herein.

15. Timothy B. Green, Jr. was the agent, servant and/or employee, acting within the course and scope of his agency and/or employment with Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., at the time of the trucking accident described herein.

16. Timothy B. Green, Jr. was operating with tractor/trailer with the permission and consent of Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., at the time of the trucking accident described herein.

17. Timothy B. Green, Jr. drove the semi tractor-trailer off the roadway and broke through the guardrail. Timothy B. Green, Jr. then drove the vehicle off the edge of a cliff at Mirror Lake.

18. The vehicle fell approximately 107 feet to the frozen lake below.

19. The vehicle broke through the ice and the tractor became submerged under the water; at some point the trailer broke away from the tractor and floated to the surface of the water.

20. As a direct and proximate result of the negligence of the Timothy B. Green, Jr., Devenna Ausrie Patterson suffered fatal injuries. Timothy B. Green, Jr. suffered fatal injuries as well.

COUNT I: WRONGFUL DEATH

21. Plaintiffs restate and incorporate by reference the allegations contained in Paragraphs One through Twenty (1-20), with the same force and effect, as though fully rewritten herein.

22. Timothy B. Green, Jr. operated the tractor-trailer in a careless, reckless and negligent manner, in that he (1) failed to use reasonable care, (2) failed to maintain reasonable control of the vehicle, (3) failed to maintain the vehicle on the roadway, and (4) was operating said vehicle in violation of the Federal Motor Carrier Safety Regulations, including, *inter alia.*, (a) driving in a fatigued condition, (b) operating the tractor trailer in violation of the maximum permissible hours for driving for commercial vehicles, (c) failing to maintain a record of duty status as required, and (4) was otherwise careless, reckless and negligent.

23. Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., were each careless, reckless and negligent, in that the negligence of Timothy B. Green, Jr. is imputed to them under the doctrine of *respondeat superior* and under agency law principles. Further, Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., failed to properly train and/or supervise Timothy B. Green, Jr. by ensuring that he maintain his record

of duty status, failing to take the necessary precautions to be certain that Green take the breaks required by the Federal Motor Carrier Safety Regulations, so that he would not become fatigued while driving and pose a dangerous risk to himself and to others on the roadway, permitted Green to drive in excess of the number of hours permitted by the Federal Motor Carrier Safety Regulations, failed to set up an itinerary which allowed Green to take the necessary breaks and were otherwise careless, reckless and negligent.

24. Plaintiffs' decedent, Devenna Ausrie Patterson, sustained fatal injuries as a direct and proximate result of the carelessness, recklessness, and negligence of the Defendants, the Estate of Timothy B. Green, Jr., Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc.,

25. As a direct and proximate result of the tortious conduct of the Defendants, the Estate of Timothy B. Green, Jr. Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., the Plaintiffs are entitled to compensation for this wrongful death claim, including, *inter alia*, damages for funeral expenses, medical expenses, future wage loss, loss of future earning capacity, loss of companionship, loss of care, loss of consortium, loss of assistance, loss of enjoyment of life and for severe mental anguish caused by the death.

26. As a direct and proximate result of the tortious conduct of the Defendants Timothy B. Green, Jr. Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., the Plaintiffs are presumed to have suffered damages by reason of the wrongful death in an amount,

yet to be determined, but in any event in excess of the jurisdictional amount of twenty-five thousand (\$25, 000.00) dollars.

27. Plaintiffs are entitled to recover damages, *inter alia*, for the loss of support, from the reasonably expected earning capacity of the decedent; loss of services of the decedent; loss of the society of the decedent, companionship, consortium and care; loss of prospective inheritance to the decedent's heirs; and for mental anguish.

28. Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr., Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., in an amount yet to be determined, but in excess of Twenty-five thousand (\$25, 000.00) Dollars as and for compensatory damages.

29. Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr. Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., in an amount yet to be determined, but in excess of Twenty-five thousand (\$25, 000.00) as and for punitive damages to be awarded by the trier of fact.

COUNT II: SURVIVORSHIP

30. Plaintiffs restate and incorporate by reference the allegations contained in Paragraphs One through Twenty-nine (1-29), with the same force and effect, as though fully rewritten herein.

31. In effect, this claim allows the family member to step into the shoes of the deceased and bring the lawsuit he or she would have been entitled to bring. Damages recoverable under a survivor claim are limited to any damages which the deceased might have recovered had he or she lived. This includes damages for pain and suffering from the time of injury until death and any damage to property occurring at the same time as the bodily injury.

COUNT III: NEGLIGENT ENTRUSTMENT

32. Plaintiffs restate and incorporate by reference the allegations contained in Paragraphs One through Thirty-seven (1-37), with the same force and effect, as if fully rewritten herein.

33. At the time of this fatal trucking accident, Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. had permitted and consented to the operation of the vehicle by Timothy B. Green, Jr., whom the Defendants knew or should have known, was a careless, incompetent and reckless driver, who was likely to cause injuries to others lawfully using the roadway as a result of several factors, including, but not limited to, operating the vehicle in a fatigued condition.

34. Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. were each negligent, when each permitted and authorized the vehicle and their freight, to be driven by an employee and/or agent, whom they knew or should have known would not follow the Federal Motor Carrier Safety Regulations (FMCSR) and therefore, said driver, Timothy B. Green, Jr. would drive the vehicle when he was not in a condition to do so.

35. The negligence of Timothy B. Green, Jr., included, *inter alia*, the following: Timothy B. Green, Jr. drove the semi tractor-trailer off the roadway and broke through the guardrail. Timothy B. Green, Jr. then drove the vehicle off the edge of a cliff at Mirror Lake. The

vehicle fell approximately 107 feet to the frozen lake below. The vehicle broke through the ice and the tractor became submerged under the water; at some point the trailer broke away from the tractor and floated to the surface of the water. As a direct and proximate result of the negligence of Timothy B. Green, Jr., Plaintiffs' decedent, Devenna Patterson suffered fatal injuries.

36. Plaintiffs are entitled to recover damages, *inter alia*., for loss of support, from the reasonably expected earning capacity of the decedent; loss of services of the decedent; loss of the society of the decedent, companionship, consortium and care; loss of prospective inheritance to the decedent's heirs; and for mental anguish.

37. Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr., Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc., in an amount yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) Dollars as and for compensatory damages.

38. Plaintiffs are entitled to judgment against Defendants Timothy B. Green, Jr. Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. in an amount yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) as and for punitive damages to be awarded by the trier of fact.

COUNT IV: NEGLIGENT ENTRUSTMENT

39. Plaintiffs restate and incorporate by reference the allegations contained in Paragraphs One through Forty-four (1-44), with the same force and effect, as if fully rewritten herein.

40. At the time of this fatal trucking accident, Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or Service Plus Logistics, Inc. and/or SP Leasing, LLC had permitted and consented to the operation of the vehicle and the transportation of the freight, by Timothy B. Green, Jr., whom the Defendants knew or should have known, was a careless, incompetent and

reckless driver, who was likely to cause injuries to others lawfully using the roadway as a result of several factors, including, but not limited to, operating the vehicle in a fatigued condition.

41. Defendants Service Plus Transport, Inc., and/or Service Plus, LLC, Service Plus Logistics, Inc. acting as licensed brokers for their own financial gain, negligently entrusted to SP Leasing, LLC, to transport freight in interstate commerce, knowing that said Defendant SP Leasing, LLC was likely to violate the Federal Motor Carrier Safety Regulations, including, but not limited to, violations of hours of services rules.

42. The negligence of Timothy B. Green, Jr., included the following: Mr. Green drove the semi tractor-trailer off the roadway and broke through the guardrail. Defendant Timothy B. Green, Jr. then drove the vehicle off the edge of a cliff at Mirror Lake. The vehicle fell approximately 107 feet to the frozen lake below. The vehicle broke through the ice and the tractor became submerged under the water; at some point the trailer broke away from the tractor and floated to the surface of the water. As a direct and proximate result of the negligence of Timothy B. Green, Jr., Devenna Patterson suffered fatal injuries.

43. Plaintiffs, including the parents and minor children of the Plaintiff's decedent, are entitled to recover damages, inter alia., for loss of support, from the reasonably expected earning capacity of the decedent; loss of services of the decedent; loss of the society of the decedent, companionship, consortium and care; loss of prospective inheritance to the decedent's heirs; and for mental anguish.

44. Accordingly, Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr., Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc., in an amount yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) Dollars as and for compensatory damages.

45. Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr. Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC in an amount yet to be determined, but in excess of Twenty-five thousand (\$25, 000.00) as and for punitive damages to be awarded by the trier of fact.

COUNT V: NEGLIGENT HIRING

46. Plaintiffs restate and incorporate by reference the allegations contained in Paragraphs One through Forty-five (1-45), with the same force and effect, as if fully rewritten herein.

47. At the time of this fatal trucking accident, Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or Service Plus Logistics, Inc. had hired, by and through a contract carrier agreement, and/or broker agreement and/or lease agreement, Defendant SP Leasing, LLC to transport freight in interstate commerce. Defendant SP Leasing, LLC, in turn, hired Timothy B. Green, Jr. to operate the vehicle whom the Defendants knew or should have known was likely to violate the Federal Motor Carrier Safety Regulations, including, but not limited to, violations of hours of service rules.

48. Defendant SP Leasing, LLC had negligently hired Timothy B. Green, Jr., whom the Defendants knew or should have known, was a careless, incompetent and reckless driver, who was likely to cause injuries to others lawfully using the roadway as a result of several factors, including, but not limited to, operating the vehicle in a fatigued condition.

49. The negligence of Timothy B. Green, Jr., included the following: Mr. Green drove the semi tractor-trailer off the roadway and broke through the guardrail. Defendant Timothy B. Green, Jr. then drove the vehicle off the edge of a cliff at Mirror Lake. The vehicle fell approximately 107 feet to the frozen lake below. The vehicle broke through the ice and the tractor became submerged under the water; at some point the trailer broke away from the tractor and

floated to the surface of the water. As a direct and proximate result of the negligence of Timothy B. Green, Jr., Devenna Patterson suffered fatal injuries.

50. Plaintiffs, including the parents and minor children of the Plaintiff's decedent, for loss of support, from the reasonably expected earning capacity of the decedent; loss of services of the decedent; loss of the society of the decedent, companionship, consortium and care; loss of prospective inheritance to the decedent's heirs; and mental anguish.

51. Accordingly, Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr., Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC in an amount yet to be determined, but in excess of Twenty-five thousand (\$25, 000.00) Dollars as and for compensatory damages.

52. Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr. Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC in an amount yet to be determined, but in excess of Twenty-five thousand (\$25, 000.00) as and for punitive damages to be awarded by the trier of fact.

COUNT VI: NEGLIGENT TRAINING

53. Plaintiffs restate and incorporate by reference the allegations contained in Paragraphs One through Fifty-three (1-53), with the same force and effect, as if fully rewritten herein.

54. Defendant C.D.L. Training Service and Consulting, Inc. is an Illinois corporation, engaged in the business of training truck drivers for the transportation of freight in interstate commerce. Said Defendant C.D.L. Training Service and Consulting, Inc. had a duty to the Plaintiffs and to other motorists, to train prospective drivers to act with reasonable care, and to train drivers, who would then be fit and competent to perform the necessary duties to transport freight for an interstate commerce carrier.

55. Defendant C.D.L. Training Service and Consulting, Inc. knew or should have known that Timothy B. Green, Jr. was not reasonably fit and competent and/or was otherwise unsuited and unfit to operate the tractor trailer, in a manner which complied with the Federal Motor Carrier Safety Regulations.

56. Defendant C.D.L. Training Service and Consulting, Inc. negligently failed to train Timothy B. Green, Jr., who was not reasonably fit and competent and/or was otherwise unsuited and unfit to operate the tractor trailer, in a manner which complied with the Federal Motor Carrier Safety Regulations.

57. The negligence of Timothy B. Green, Jr., included the following: Mr. Green drove the semi tractor-trailer off the roadway and broke through the guardrail. Defendant Timothy B. Green, Jr. then drove the vehicle off the edge of a cliff at Mirror Lake. The vehicle fell approximately 107 feet to the frozen lake below. The vehicle broke through the ice and the tractor became submerged under the water; at some point the trailer broke away from the tractor and floated to the surface of the water. As a direct and proximate result of the negligence of Timothy B. Green, Jr., Devenna Patterson suffered fatal injuries.

58. Plaintiffs are entitled to compensation for loss of support, from the reasonably expected earning capacity of the decedent; loss of services of the decedent; loss of the society of the decedent, companionship, consortium and care; loss of prospective inheritance to the decedent's heirs; and mental anguish.

59. Accordingly, Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr., and C.D.L. Training Service and Consulting, Inc., in an amount yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) Dollars as and for compensatory damages.

60. Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr. and C.D.L. Training Service and Consulting, Inc. in an amount yet to be determined, but in excess of Twenty-five thousand (\$25, 000.00) as and for punitive damages to be awarded by the trier of fact.

COUNT VII: NEGLIGENT ENTRUSTMENT

61. Plaintiffs restate and incorporate by reference the allegations contained in Paragraphs One through Sixty (1-60), with the same force and effect, as if fully rewritten herein.

62. At the time of this fatal trucking accident, Defendants Service Plus Transport, Inc., and/or Service Plus, LLC and/or Service Plus Transport, Inc. and/or Service Plus Logistics, Inc. had hired, by and through a contract carrier agreement, and/or broker agreement and/or lease agreement, Defendant SP Leasing, LLC to transport freight in interstate commerce. Defendant SP Leasing, LLC, in turn, hired Timothy B. Green, Jr. to operate the vehicle whom the Defendants knew or should have known was likely to violate the Federal Motor Carrier Safety Regulations, including, but not limited to, violations of hours of services rules.

63. At the time of this fatal trucking accident, Defendants SP Leasing, LLC had hired, by and through a contract carrier agreement, and/or broker agreement and/or lease agreement, Defendant Service Transport, Inc. and/or Defendant Service Plus, LLC and/or Defendant Service Plus Logistics, Inc., to transport freight in interstate commerce. Defendant Service Transport, Inc. and/or Defendant Service Plus, LLC and/or Defendant Service Plus Logistics, Inc., in turn, hired Timothy B. Green, Jr. to operate the vehicle, whom the Defendants knew or should have known was likely to violate the Federal Motor Carrier Safety Regulations, including, but not limited to, violations of hours of services rules.

64. Defendant Service Transport, Inc. and/or Defendant Service Plus, LLC and/or Defendant Service Plus Logistics, Inc. and/or had negligently hired Timothy B. Green, Jr., whom the Defendants knew or should have known, was a careless, incompetent and reckless driver, who was likely to cause injuries to others lawfully using the roadway as a result of several factors, including, but not limited to, operating the vehicle in a fatigued condition.

65. The negligence of Timothy B. Green, Jr., included the following: Mr. Green drove the semi tractor-trailer off the roadway and broke through the guardrail. Defendant Timothy B. Green, Jr. then drove the vehicle off the edge of a cliff at Mirror Lake. The vehicle fell approximately 107 feet to the frozen lake below. The vehicle broke through the ice and the tractor became submerged under the water; at some point the trailer broke away from the tractor and floated to the surface of the water. As a direct and proximate result of the negligence of Timothy B. Green, Jr., Devenna Patterson suffered fatal injuries.

66. Plaintiffs are entitled to compensation for the loss of support, from the reasonably expected earning capacity of the decedent; loss of services of the decedent; loss of the society of the decedent, companionship, consortium and care; loss of prospective inheritance to the decedent's heirs; and mental anguish.

67. Accordingly, Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr., Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc., in an amount yet to be determined, but in excess of Twenty-five thousand (\$25,000.00) Dollars as and for compensatory damages.

68. Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr. Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or

Service Plus Logistics, Inc., in an amount yet to be determined, but in excess of Twenty-five thousand (\$25, 000.00) as and for punitive damages to be awarded by the trier of fact.

COUNT VII: JOINT VENTURE LIABILITY

69. Plaintiffs restate and incorporate by reference the allegations contained in Paragraphs One through Sixty-eight (1-68), with the same force and effect, as if fully rewritten herein.

70. At the time of this fatal trucking accident, Defendants SP Leasing, LLC, Service Plus Transport, Inc., and/or Service Plus, LLC and/or Service Plus Logistics, Inc. were engaged in a joint venture, which had hired, Timothy B. Green, Jr., to transport freight in interstate commerce. D turn hired Timothy B. Green, Jr., whom the Defendants knew or should have known was likely to violate the Federal Motor Carrier Safety Regulations, including, but not limited to, violations of hours of services rules.

71. Defendants SP Leasing, LLC and/or Service Plus Transport, Inc., and/or Service Plus, LLC and/or Service Plus Logistics, Inc. negligently hired Timothy B. Green, Jr., whom the Defendants knew or should have known, was a careless, incompetent and reckless driver, who was likely to cause injuries to others lawfully using the roadway as a result of several factors, including, but not limited to, operating the vehicle in a fatigued condition.

72. The negligence of Timothy B. Green, Jr., included the following: Mr. Green drove the semi tractor-trailer off the roadway and broke through the guardrail. Timothy B. Green, Jr. then drove the vehicle off the edge of a cliff at Mirror Lake. The vehicle fell approximately 107 feet to the frozen lake below. The vehicle broke through the ice and the tractor became submerged under the water; at some point the trailer broke away from the tractor and floated to the surface of the water. As a direct and proximate result of the negligence of Timothy B. Green, Jr., Devenna Patterson suffered fatal injuries.

73. Plaintiffs are entitled to compensation for the loss of support, from the reasonably expected earning capacity of the decedent; loss of services of the decedent; loss of the society of the decedent, companionship, consortium and care; loss of prospective inheritance to the decedent's heirs; and mental anguish.

74. Accordingly, Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr., Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc., in an amount yet to be determined, but in excess of Twenty-five thousand (\$25, 000.00) Dollars as and for compensatory damages.

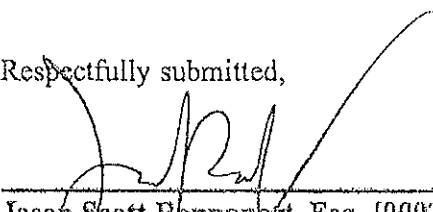
75. Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr. Service Plus Transport, Inc., and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc., in an amount yet to be determined, but in excess of Twenty-five thousand (\$25, 000.00) as and for punitive damages to be awarded by the trier of fact.

RELIEF REQUESTED

WHEREFORE Plaintiffs, the Estate of Devenna Ausrie Patterson, by and through its Administrator, Shalanda Patterson, et. al., demand judgment be entered against Defendants the Estate of Timothy B. Green, Jr., and/or Service Plus Transport, Inc. and/or Service Plus, LLC and/or SP Leasing, LLC and/or Service Plus Logistics, Inc. and/or C.D.L. Training Service and Consulting, Inc., in an amount yet to be determined, but in excess of Twenty-Five Thousand Dollars (\$25,000.00) for each, as and for compensatory damages; further, Plaintiffs are entitled to judgment against Defendants, the Estate of Timothy B. Green, Jr. Service Plus Transport, Inc., and/or Service Plus, LLC and/or Service Plus Logistics, Inc. and/or SP Leasing, LLC and/or C.D.L. Training Service and Consulting, Inc., in an amount yet to be determined, but in excess of Twenty-five thousand (\$25, 000.00) as and for punitive damages to be awarded by the trier of

fact and, finally, Plaintiffs, demands such additional relief, to which they may be entitled, at law and/or equity, including pre-judgment interest, post-judgment interest, a reasonable award of attorney's fees and an award of costs incurred in the prosecution of this matter.

Respectfully submitted,



Jason Scott Rappaport, Esq. [0092516]
Andrew Yuspeh, Esq. [0080600]
Trial Attorneys for Plaintiffs
Yuspeh Rappaport Law, LLC
5001 Mayfield Road, Suite 210
Lyndhurst, Ohio 44124
(216) 417-6758
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JURY DEMAND

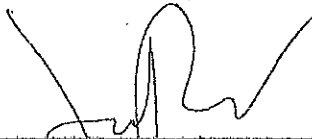
Plaintiffs the Estate of Devenna Ausrie Patterson, by and through its Administrator Shalanda Patterson, et.al., by and through counsel, demand a Trial by Jury on all issues so triable pursuant to Civil Rules 38 and 39 of the Ohio Rules of Civil Procedure.



Jason Scott Rappaport, Esq. [0092516]
Andrew Yuspeh, Esq. [0080600]
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INSTRUCTIONS TO CLERK

Please issue Summons to the named Defendants and serve Summons and the Complaint, at the addresses listed in the caption, via Certified U.S. Mail service, Return Receipt Requested. Please issue process by regular U.S. Mail service, should a Complaint be returned, "UNCLAIMED."



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